

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MARION

**SAALFELD, GRIGGS, GORSUCH,
ALEXANDER & EMERICK, P.C.,**

Plaintiff,

v.

**MANAGEMENT GROUP OREGON, INC.,
an Oregon Corporation; CHARLES A. SIDES;
JENSEN DEVELOPMENT, LLC, an Oregon
Limited Liability Company; and BATZER
CONSTRUCTION, INC., an Oregon
Corporation,**

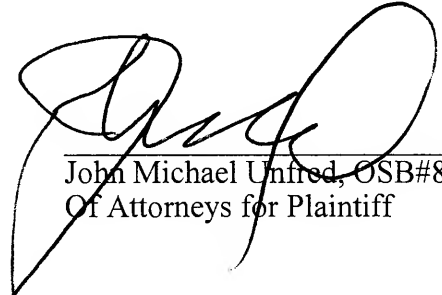
Defendants.

CASE NO. 00C20002

**NOTICE OF DISMISSAL
WITH PREJUDICE**

Notice is hereby given by Plaintiff of the dismissal of its Complaint in the above caption matter.
Defendants have not responded.

DATED this 30th day of April, 2001.


John Michael Unfred, OSB#89373
Of Attorneys for Plaintiff

1 JOHN MICHAEL UNFRED, OSB #89373
2 JOHN MICHAEL UNFRED, P.C.
3 P.O. BOX 327
4 SALEM, OREGON 97308-0327
5 503-371-6005

FILED
NOV 29 2003
MARION COUNTY CLERK

ENTERED
NOV 29 2003
11

9 IN THE CIRCUIT COURT OF THE STATE OF OREGON
10 FOR THE COUNTY OF MARION

11 SAALFELD, GRIGGS, GORSUCH,
12 ALEXANDER & EMERICK, P.C.,

13 Plaintiff,

14 v.

15 MANAGEMENT GROUP OREGON, INC.,
16 an Oregon Corporation; CHARLES A. SIDES;
17 JENSEN DEVELOPMENT, LLC, an Oregon
18 Limited Liability Company; and BATZER
19 CONSTRUCTION, INC., an Oregon
20 Corporation,

21 Defendants.

CASE NO.

OC 2002

COMPLAINT

(Breach of Contract;
Action on Account;
Quantum Meruit)

Subject to Mandatory Arbitration
(Less than \$10,000.00)

22 This is an attempt to collect a debt, and any information obtained will be used for that
23 purpose. Fair Debt Collection Act, 15 USCA Sect. 1692, et. seq.

24 COMMON FACTS RELEVANT TO ALL CLAIMS FOR RELIEF

25 1.

26 Plaintiff is an Oregon professional corporation, registered to do business in the State of

1 Oregon.

2 2.

3 At all times material, including when the contract was entered into, Defendant Management
4 Group Oregon, Inc., was an active Oregon corporation authorized to do business in the State of
5 Oregon; Defendant Jensen Development, LLC, was an active Oregon limited liability company,
6 registered to do business in the State of Oregon; Defendant Batzer Construction, Inc., was an Oregon
7 corporation, authorized to do business in the State of Oregon; and Defendant Charles A. Sides was an
8 individual living in Salem, Oregon.

9 3.

10 On or about March 27, 2000, Defendant Charles A. Sides requested that Plaintiff provide legal
11 services to Defendants.

12
13 PLAINTIFF'S FIRST CLAIM FOR RELIEF

14 (Breach of Contract)

15 3.

16 Plaintiff realleges and incorporates paragraphs 1, 2, and 3 above.

17 4.

18 Plaintiff agreed to provide legal services to Defendants and, in consideration, Defendants
19 agreed to pay for the services provided. A copy of the employment letter setting forth the terms of the
20 agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

21 5.

22 Defendant Charles A. Sides received and did not object to the terms contained in the
23 employment letter on behalf of all Defendants is attached as Exhibit A.

24 6.

25 Plaintiff performed all conditions required of it under this agreement and has been left with an
26

1 unpaid balance of \$ 6,654.12, which sum includes interest of 1.5 % per month upon any outstanding
2 balance due and owing.

3 7.

4 Defendants are in breach in that they have failed to pay Plaintiff for the unpaid balance owed
5 to date.

6 8.

7 As a result, Plaintiff has suffered economic damages in the amount of \$6904.12 as of
8 September 6, 2000, which sum includes costs incurred to date of \$250.00.

9 9.

10 Pursuant to the terms of the written agreement, Plaintiff is entitled to recover its reasonable
11 attorneys' fees and costs in collecting upon the agreement. It has become reasonably necessary to
12 employ an attorney to enforce payment.

13 PLAINTIFF'S SECOND CLAIM FOR RELIEF

14 (Action on Account)

15 10.

16 Plaintiff realleges paragraphs 1 through 9, and incorporates them herein by this reference.

17 11.

18 Defendants are indebted to Plaintiff in the sum of \$6,654.12 as of September 6, 2000, which
19 sum includes interest of 1.5% per month upon all amounts due and owing more than 30 days.

20 12.

21 Although payment in full has been demanded through letters by Plaintiff, Defendants have not
22 made any payment on the unpaid balance and there is now due and owing to Plaintiff the sum of
23 \$6,654.12 as of September 6, 2000.

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PLAINTIFF'S THIRD CLAIM FOR RELIEF

(Quantum Meruit)

13.

Plaintiff realleges paragraphs 1 through 12, and incorporates them herein by this reference.

14.

Plaintiff provided services at Defendants request, which services remaining unpaid having a value of \$6,654.12 as of September 6, 2000, which sum includes interest of 1.5% per month upon all amounts due and owing more than 30 days. Plaintiff has demanded that Defendants pay this amount, but Defendants have to date refused to do so.

15.

Defendants would be unjustly enriched if they were allowed to accept the benefit of these services without paying for them, and Plaintiff has no adequate remedy at law.

Wherefore, Plaintiff demands judgment against Defendants as follows:

1. For its FIRST CLAIM FOR RELIEF,

- a. Damages in the sum of \$6,654.12, plus late charges at a rate of 1.5 % percent per month from September 6, 2000 until paid;
- b. Costs and disbursements;
- c. Plaintiff's reasonable attorneys' fees; and
- d. Any other relief this court may deem just and proper.

2. For its SECOND CLAIM FOR RELIEF, plaintiff prays for judgment against defendant for:

- a. The reasonable value of services sold in the amount of \$6,654.12, plus interest at the rate of 1.5% per month, from the date of judgment until paid;
- b. Costs and disbursements;
- c. Plaintiff's reasonable attorneys' fees;

1 d. Any other relief this Court may deem just and proper.

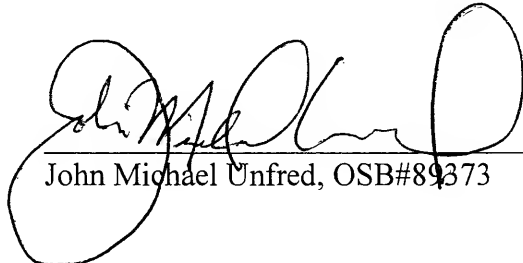
2 3. For its THIRD CLAIM FOR RELIEF, Plaintiff prays for judgment against defendant for:

3 a. The reasonable value of services in the amount of \$6,654.12, interest at the
4 legal rate, from the date of judgment until paid;

5 b. Costs and disbursements; and

6 c. Any other relief this court may deem just and proper.

7 DATED this 21st day of November, 2000.

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11 John Michael Unfred, OSB#89373
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S A A L F E L D
G R I G G S
G O R S U C H
A L E X A N D E R
& E M E R I C K
P.C.

April 4, 2000

Park Place, Suite 300
250 Church St. SE
PO Box 470
Salem OR 97308-0470
Telephone (503) 399-1070
Facsimile (503) 371-2927

Management Group of Oregon, Inc.
Attn: Chuck Sides
P.O. Box 2087
Salem, OR 97308

RE: Chemawa Interchange Property
Our File No. 10626

LAWYERS

Douglas C. Alexander, II
Randall W. Cook
Hunter B. Emerick
Kris Jon Gorsuch
* James C. Griggs
* Karen S. Hock
Wayne A. Kinkade
Jeffrey G. Moore
Erich M. Paetsch
* ♦ James A. Perry
Robert J. Saalfeld
Ray W. Shaw
Mark D. Shipman
♦ Randall P. Sutton
+ Wade A. Symons

Dear Mr. Sides:

Thank you for contacting our office to assist you in the Chemawa Interchange Property case.

When we open a new file we send this type of letter which will serve as our engagement agreement. It may seem a bit formal, but it does explain the bases of our agreement and further explains the operation of our firm.

The mission of the firm is: "Innovative and practical solutions to client needs." We will do our best to live up to this goal as we provide services to you.

To enhance our accessibility to clients and the quality of our services, the firm has installed a voice messaging system. If neither an attorney nor his or her assistant is available to take your call, you will have an opportunity to either leave a brief message with the receptionist, or record a detailed message in voice mail which will be promptly reviewed and returned by the attorney. Sandy is my assistant. Please feel free to call her as well.

Our policy is to immediately mail you copies of all incoming and outgoing mail that concerns your file. In order to minimize your expenses for receiving this information, most materials will be sent without further explanation and will be stamped "FOR YOUR INFORMATION ONLY, NO ACTION REQUIRED." If an explanation is needed, a letter will accompany the materials. In any event, do not hesitate to call us if you have a question.

My hourly rate is \$160.00. The current hourly rates for our firm are: Partners: \$175-\$200; Associate Attorneys: \$100-\$160; Paralegals: \$70-\$80; Law Clerks: \$40-\$50; Secretarial/Other: \$25-\$30.

* LL.M. Taxation
* Registered US PTO
♦ Admitted in OR & WA
+ Admitted in WA only
♦ Of Counsel
• CFP

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"A World-Wide Association of Independent Law Firms"

EXHIBIT A
PAGE 1 OF 2

In addition to our professional fees, invoices will include charges for other services that the firm provides or arranges, such as prepare and organize file, photocopies, delivery, long-distance telephone, facsimile transmission, travel, word processing, document management, and filing or recording fees.

We usually send a monthly statement for our services as work progresses, and a final statement upon completion of the engagement. You can anticipate receiving your statement at the end of each month. The cutoff date for billing is usually around the 20th of the month; therefore, services performed after the cutoff date will appear on the billing sent the following month. Payment of our invoices is due upon receipt. Our invoices include a detailed statement of the services performed and the date the work was done. A service charge of 1-½ percent per month is charged on all unpaid accounts over 30 days.

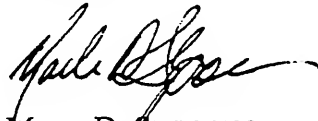
If an account becomes more than 30 days past due, the firm may stop performing legal work until the account is brought current. If a bill remains unpaid, the firm may also withdraw from further representation of you. In those situations where the firm takes action to collect the amount due, the firm will be entitled to its collection costs and a reasonable attorney fee, whether in court, arbitration or on appeal.

You may terminate our services at any time by providing written notice to the firm. Upon such action, all fees and expenses incurred before the termination will become immediately due and payable.

It is our policy to return all original documents to you. Copies of such documents may be retained by us in our file. Naturally, over time we accumulate very substantial numbers of files. In accordance with guidelines issued by the Oregon State Bar, it is our policy to dispose of files in about five years. You may wish to retain your file longer than that.

I look forward to a mutually enjoyable working relationship with you, and appreciate the opportunity to be of service. If you have any questions about our policies or your matter, please contact me so that they can be answered. Thank you for coming in to see me.

Sincerely,



MARK D. SHIPMAN
mshipman@saalfeldlaw.com
Voice Message #305

MDS:skw
H:\Docs\10500-10999\10626\newclient.ltr.doc

EXHIBIT A

PAGE 2 OF 2